

MEMORANDUM OF UNDERSTANDING  
INTERAGENCY AGREEMENT BETWEEN THE  
ALABAMA DEPARTMENT OF REHABILITATION SERVICES AND  
THE ALABAMA STATE DEPARTMENT OF EDUCATION

**Parties.** This Interagency Agreement is made and entered into by and between the Alabama Department of Rehabilitation Services (ADRS), and the Alabama State Department of Education (ALSDE).

**Purpose.** The ALSDE, through the *Individuals with Disabilities Education Act* (IDEA), and the ADRS, through the *Rehabilitation Act of 1973*, as Amended by the *Workforce Innovation and Opportunity Act*, agree to plan and coordinate transition services, as well as pre-employment transition services for students with disabilities through this interagency agreement. The ALSDE has general supervisory responsibility for all education programs for students with disabilities. The ADRS has a general responsibility to provide transition services and pre-employment transition services to eligible or potentially eligible Vocational Rehabilitation (VR) consumers. This Agreement is entered into to ensure that services are available to provide a Free Appropriate Public Education (FAPE), pre-employment transition services and transition services for all students with disabilities, including the provision of those services during the tendency of any dispute, and that programs are operated in accordance with the ALSDE policies and procedures established under Part B of IDEA, federal regulations, Interagency Agreements and state laws affecting the agency (34 CFR 300.142), and ADRS Policies and Procedures established under the *Rehabilitation Act of 1973*, as Amended by the *Workforce Innovation and Opportunity Act*. The ADRS and ALSDE hereby define their relationship including their respective roles and responsibilities to students with disabilities.

**I. Scope of Services.**

**A. Both ALSDE and ADRS mutually agree to:**

1. Ensure that students with a disability who are eligible under federal and state laws are provided transition services without unnecessary delay as determined by a student's Individualized Education Program (IEP).
2. Provide access to data and documentation in students'/consumers' records including psychological evaluations, testing and medical information, and any other relevant confidential information, such as the Individualized Education Program (IEP), the Individualized Transition Plan (ITP) and the Individualized Plan for Employment (IPE). Confidentiality of all educational records will be maintained as required under IDEA and the *Family Educational Rights and Privacy Act* (FERPA). Confidentiality will be maintained in accordance with the *Health Insurance Portability and Accountability Act* (HIPAA).

Disclosure of confidential consumer information will be in accordance with established procedural guidelines of each respective Department.

3. Collaborate with Local Education Agency (LEA) personnel to plan, develop and initiate programs that are designed to meet special needs of students with disabilities.
4. Provide assistance to Local Education Agency (LEA) in developing and implementing appropriate secondary curricula for students with a disability.
5. Share with appropriate person(s) participating in this Agreement any pertinent correspondence, data collected, agency information, program information, stakeholder information and/or other information pertaining to special programs to be used for the purpose of serving students with disabilities, answering questions, resolving problems, and/or for additional agency needs.

6. Provide technical and consultative services as may be needed by ADRS, ALSDE and LEAs.
7. Promote the establishment of community transition teams, through resources and training, to include LEA staff and local VR personnel. Provide support, as needed, existing community transition teams.
8. Promote the development of transition agreements between local VR area offices and local schools which will define referral procedures and serve as a guide for counselors and school personnel to collaborate in providing IDEA transition services, pre-employment transition services and/or transition services to VR eligible or potentially eligible students with disabilities.
9. Promote cooperative training initiatives to increase the skills of the ALSDE and ADRS personnel.
10. Provide LEAs the information necessary to assist students with disabilities and their families in making informed choices and decisions.
11. Facilitate information sharing that will expedite and foster a continuum of services while preserving the rights, dignity, and privacy of the individual.
12. Support the involvement of parents, family members, guardians and advocates.
13. Resolve critical resource problems through interagency work groups such as the State Interagency Transition Team (SITT).
14. Ensure all guidelines and procedures developed by each involved agency are followed.
15. Share, when requested, a list of facilities, personnel, services and other resources available throughout the State to assist with organizing meetings, and trainings, etc.
16. Never enter into a contract or other agreement with an entity holding a special wage certificate under section 14(C) of the Fair Labor Standards Act for the purpose of operating a program under which a youth with a disability is engaged in work at subminimum wage.
17. Display this agreement on the ALSDE and ADRS website and provide a copy of the agreement to LEA Superintendents, Special Education Coordinators, VR supervisors, and other entities if requested.

**B. The ALSDE, Special Education Services Section (SES) agrees to:**

1. Ensure that IDEA transition is addressed no later than the first IEP to be in effect when a student with a disability turns 16, or upon entering 9<sup>th</sup> grade, or earlier if determined appropriate and updated annually thereafter.
2. Acknowledge nothing under the Workforce Innovation and Opportunity Act reduces the LEA's obligation under IDEA to provide or pay for transition services that are also considered special education or related services and that are necessary for ensuring a free and appropriate public education (FAPE) to students with disabilities.
3. Work with LEAs to ensure that interagency personnel involved in the provision of transition services have access to school records, including psychological evaluations, testing, academic and medical information utilized in determining eligibility, and any other relevant confidential information as needed to eliminate duplication of services and to ensure each student with a



disability has an appropriate program placement as required under IDEA, FERPA and the *Rehabilitation Act of 1973* Amendments, and associated regulations.

4. Work through ADRS, to collaborate with LEA personnel and other appropriate agency/institution personnel, including career and technical education, to plan, initiate and revise special programs to provide appropriate Pre-Employment Transition and vocational services to meet identified IDEA transition needs.
5. Work with appropriate ADRS personnel in the development and implementation of any special program agreements deemed necessary.
6. Evaluate, as needed, special programs in LEAs and, if problems are identified, notify appropriate agency personnel.
7. Work in close liaison with Career and Technical Education, ADRS, and local school districts, when problems and/or concerns are identified.
8. Provide professional development through a variety of delivery systems and platforms that will improve evidence based practices for the delivery of transition services for students with disabilities.
9. Collaborate with other agencies (Alabama Parent Education Center, Alabama Disabilities Advocacy Program, etc.) to provide transition related information to parents and students concerning linkages to services from ADRS.

**C. The ADRS agrees to:**

1. Work closely with the ALSDE, Special Education Services (SES), Career and Technical Education, and Local Education Agencies (LEAs) to establish policies and procedures which will ensure the provision of appropriate vocational related services for each student who is determined to have a substantial impairment to employment as a result of any disabling condition.
2. Make available pre-employment transition services for students with disabilities who are in the 9th grade or age 16 -21, receiving services under an IEP or eligible for services under 504 and are eligible or potentially eligible for VR services.
3. Collaborate with the LEAs when arranging for or providing pre-employment transition services, not customarily provided by the LEA, to all students with disabilities who require these services. Pre-employment transition services include the following five required activities:
  - a. Job exploration counseling
  - b. Work-based learning experiences, which may include in-school or after school opportunities, experiences outside of the traditional school setting, and/or internships
  - c. Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs
  - d. Workplace readiness training to develop social skills and independent living
  - e. Instruction in self-advocacy

Pre-employment transition services are provided based on the individual needs of the student, thus, each student may not require all five activities. Pre-employment transition services can be provided in a group or individual setting in the classroom, community or employment site, by the

following methods: ADRS staff provided services (VR counselor, Business Relations Consultant, etc); vendor paid service (CRP or local vendor in the area); or Memorandum of Agreement of which the entity directly provides the service.

4. Authorize all expenditures identified by the LEA and VR for the provision of pre-employment transition services that are new, having a VR focus of preparing students with disabilities to access careers that will lead to long term competitive integrated employment, and are not duplicative of services provided by the LEA.
5. Coordinate with the ALSDE and LEAs to develop and implement strategies for outreach and identification of students with disabilities who can benefit from pre-employment transition services and/or transition services.
6. Provide outreach to students with disabilities and their families as early as possible in the transition process. Students are not required to be a VR consumer to participate in outreach.
7. Outreach efforts will continually occur between LEAs and the designated VR counselor. Additional outreach will occur at IEP meetings, community transition team meetings, teen transition clinic, job fairs, advocacy meetings and other related events. These outreach efforts will inform school personnel, students, state agency personnel, advocates, family members and other representative of the following:
  - a. Description of the purpose of VR
  - b. Information regarding eligibility requirements
  - c. Information regarding application procedures and
  - d. Scope of services that may be available to eligible or potentially eligible individuals.
8. Provide LEAs and other involved agency personnel access to the ADRS information and resources needed to eliminate duplication of services and to improve coordination of services as required under IDEA and FERPA.
9. Work through the ALSDE to collaborate with LEAs and other appropriate agency personnel to plan, initiate and revise special programs designed to provide appropriate Pre-Employment Transition services and transition services needed for students with disabilities as identified in collaborative meetings or during IEP, IPE development.
10. Designate for each school district a VR Counselor who will provide VR services to the maximum extent possible for students with disabilities who are eligible or potentially eligible for VR services.
11. Determine eligibility within 60 days from the date of application for all students with disabilities who have applied for VR services, unless an extension is approved.
12. Provide information, inter-component staff training and technical assistance regarding the availability of, and information on, eligibility standards for VR services and determine eligibility for consumers for VR services. The criteria for eligibility are:
  - a. A determination by qualified personnel that the applicant has a physical or mental impairment and
  - b. The mental or physical impairment results in a substantial impediment to employment and
  - c. The individual requires VR services to prepare for, enter, engage in or retain gainful employment.

13. Authorize all expenditures, approved by the VR Counselor, for transition services to be provided by VR to a student with a disability, who is eligible for VR services, that are vocational in nature and support and lead to the achievement of the employment goal in the IPE.
14. Will develop an Individualized Plan for Employment (IPE), in consideration of the student's IEP, and input from the student, local special education and career and technical teachers, parents, or other state agency personnel, within 60 days of eligibility.
15. Work closely with the special education teachers in the development of the IEP by attending the IEP and/or ITP meetings, when invited and available, to provide input that will assist in making decisions about services that will be provided by the ADRS, such as pre-employment transition services, transition services and/or other VR services.
16. Provide consultation and technical assistance to ALSDE and LEAs via face to face meetings, conference call, email and/or joint training opportunities, to assist in the planning of pre-employment transition services and the transition of students with disabilities from school to post-school activities, competitive integrated employment and/or other vocational rehabilitation services. Consultation and technical assistance will be provided regarding the description of VR services (to include pre-employment transition services), application process, eligibility requirements, vocational assessments, job placement services, local service providers, post-secondary education and other topics deemed appropriate that will lead to the employment outcome identified in the IPE.

#### **D. Limitations on Subminimum Wage for Youth (Under 25)**

Competitive integrated employment should be the first option for students/youth with disabilities. However, for those students/youth who choose to seek subminimum wage (sheltered) employment, WIOA requires the following documentation be provided to the employer.

1. Documentation that the youth has completed all transition services under IDEA as written within his/her Individualized Educational Program (IEP) and pre-employment transition services (Pre-ETS) or transition services provided by ADRS under WIOA.
2. Documentation that the youth has applied for VR services and has been found either eligible or ineligible. Those students/youth found eligible must have: a plan for employment (IPE), worked towards an employment outcome for a reasonable amount of time without success, and have a closed file with ADRS.
3. Youth must also have received career counseling by his/her VR counselor, which includes information and referral services to state and federal programs in their local area.

ADRS will provide the student/youth with all the required documentation listed in numbers 1 – 3 above, within 45 days of completion of the activity. Both the LEA and ADRS should retain a copy of the documentation. The student/youth is responsible for providing the documentation to the employer.

The following forms must be completed and provided to the student:

- **Cover Sheet:** Used for sending information to the LEA and the student/youth.
- **Youth (under age 25) Seeking Subminimum Wage Employment Documentation of Completion of Pre-Employment Transition Services (Pre-ETS) or Transition Services Under WIOA & IDEA.**
  - Signature of LEA official verifying completion of the student/youth's IEP transition activities is required.
  - Signature of LEA official transmitting information to ADRS is required.

- **Documentation of Application for VR services**
- **Documentation of Career Counseling and Referral Services**
- **Method of Transmittal and Person Transmitting documentation**
- **Refusal to Participate/Informed Choice (if applicable)**
  - A student/youth who chooses not to participate in Pre-ETS and transition activities required by WIOA, or chooses to opt out of the VR process entirely, will be precluded from obtaining subminimum wage employment.
  - A **Refusal to Participate** form must be signed by the student/youth and /or parent/guardian and be provided to the student/youth within 10 calendar days of refusal of services.

**Period of Performance.** The period of performance of the terms and conditions of this Interagency Agreement shall be from the date both parties have signed and continue until replaced by a new agreement or terminated as specified elsewhere in this agreement.

**Funding.** It is expressly understood by the parties hereto that the fulfillment of the obligations of the ADRS under this agreement is conditional upon the availability and receipt of Federal and State funds. Funding of all services will be in compliance with the ADRS policy and federal statutes. In the event of such insufficient funding, the ADRS shall notify the ALSDE, in writing, of such event, and the Agreement shall be void.

**Relationship of Parties.** None of the provisions of this agreement are intended to create, nor shall they be construed to create an agency, legal partnership, joint venture or employer/employee relationship between the ADRS and ALSDE.

**Termination.** Either the ADRS or ALSDE may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

**Compliance by Laws, Rules and Regulations.** The ADRS and ALSDE shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, policies, procedures and directives of the United States, the State of Alabama and any political or administrative subdivision thereof, including, but not limited to the *Americans with Disabilities Act*, *IDEA*, the *Rehabilitation Act of 1973* as amended by the *Workforce Innovation and Opportunity Act*, CFR 34 Part 361, and any other requirements that may affect the performance of the obligations under this Agreement. The ADRS and ALSDE further agree they will not discriminate against any employee, subcontractor or consultant, nor shall any person be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability.

**Resolution of Disputes.** The disputes resolution process established under this Agreement shall not affect, replace, or diminish any procedural safeguards provided to parents or individuals under any federal or state statutes or regulations governing the respective agencies. In the event of a difference of opinion between or among the signatory agencies of the Agreement related to payment for a given service, service responsibilities or other matters related to the implementation of this Agreement, the agencies agree that the State division or program directors, within ten (10) days from receipt of a complaint, will review the issues and develop recommendations for resolution. If resolution is not achieved at the State division or program director level, the issue will be referred to the agency heads of the ALSDE and ADRS within five (5) business days of the meeting to reach a determination on the matter.



**Severability.** Should any term or provision of this Agreement be found to be prohibited by the laws of the United States or the State of Alabama, or should any term or provision be declared invalid or void by a court of competent jurisdiction, the remaining terms, conditions and obligations shall be valid and enforceable, to the fullest extent permitted by law, and shall not be affected by the invalidity of any other provision.

**Modification or Amendment.** This Agreement may be modified or amended by mutual consent of the parties. Any modification or amendment shall be made in writing, clearly stating the changes being effected and shall be duly executed by an authorized representative of each party.

**Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested, to the party to whom notice should be given at the address set forth below:

ADRS: Jane Elizabeth Burdeshaw  
Commissioner ADRS  
602 South Lawrence  
Montgomery, AL 36104

ALSDE: Dr. Eric Mackey  
Superintendent of Education  
ALSDE  
Post Office Box 302101  
Montgomery, AL 36130-2101

Each party agrees to notify the other promptly in the event of change of address.

**Additional Terms or Provision.** This Agreement is also subject to the following terms, conditions and obligation.

Each party agrees that all consumer or student information of a confidential or personal nature which is obtained from the other party will be used only for purpose of carrying out the planned education/rehabilitation program. It is further agreed that the party receiving copies of such information will not release copies of that information to anyone else.

The ADRS and ALSDE will review this Agreement at least once annually to determine the effectiveness of the services provided and to assure that it is being operated in compliance with the requirements of this Agreement. If problems are identified, a report specifying problems, solutions, and timelines for implementation will be developed cooperatively with agency personnel. Nothing in this agreement shall be construed to indicate that the Boards of the cooperating agencies are abdicating any of their legal responsibility for the operation of the individual.

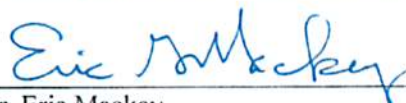
**Entire Agreement.** This Agreement and any document attached hereto or incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter contained herein and shall supersede and replace any and all prior negotiations, understandings and agreements, whether written or oral, between the parties hereto.

Therefore, the undersigned agency representatives agree to work cooperatively to ensure that the above mentioned *Individuals With Disabilities Education Act Amendment of 2004* requirements, the ADRS Policies and Procedures, as well as ALSDE regulations are implemented.

APPROVED:

  
\_\_\_\_\_  
Jane Elizabeth Burdeshaw  
Commissioner  
Alabama Department of Rehabilitation Services

07/03/18  
Date

  
\_\_\_\_\_  
Dr. Eric Mackey  
Superintendent of Education  
Alabama State Department of Education

7/3/18  
Date